strong criticism. As one court says "so long as the tenant has the right of removal, the fixtures are his, and to assume that in leasing the land upon which they are placed, he leases them of his landlord, is to assume that he intends to lease his own property." *Wright* v. *Macdonnell* (1895), 88 Tex. 140, 30 S. W. 907. The Michigan court, in an able opinion by Judge Cooley, dissented from the above rule, in *Kerr* v. *Kingsbury* (1878), 39 Mich. 150, 33 Am. R. 362, followed in *National Bank* v. *Merrill Co.* (1887), 69 Wis. 501, 34 N. W. 514. And the rule does not apply where a tenant remains in possession without a new lease, by consent of the landlord, or under such circumstances as to imply an extension of the first lease. 13 AM. & ENG. ENC. LAW (2nd ed.) 651 and cases; TAYLOR, LAND. & TEN. sec. 552.

LANDLORD AND TENANT—LEASE—EXECUTION BY PARTY NOT NAMED IN DEED.—A tenant by courtesy executed an oil and gas lease. The lessee on learning that the lessor had only the life interest, had the heirs sign and acknowledge the deed. The latter were nowhere named therein as lessors. Subsequently leases of the same tracts were executed to other parties. A bill was brought by the first lessees to restrain interference. *Held*, that the injunction would not issue. *Barnesdale* v. *Boley* (1902), 119 Fed. Rep. 191.

As to the tenant by courtesy, the court held the taking of the oil and gas to constitute waste, and therefore to be beyond his power. *Williamson* v. *Jones* (1897), 43 W. Va. 562, 27 S. E. 411, 38 L. R. A. 694, 64 Am. St. Rep. 891. And as to the heirs, the deed was held a nullity, the court, relying upon *Adams* v. *Medsker* (1884), 25 W. Va. 127, holding that the mere signing and acknowledging of a deed, when there are grantors named in it, is insufficient to make a person so signing it, who is not named therein as grantor, a party to the deed. The rule laid down is in accord with the weight of authority. *Batchelor* v. *Brereton* (1884), 112 U. S. 396, 28 L. ed. 748, 5 Sup. Ct., Rep. 180; *Bell* v. *Adams, Adm'r* (1812), 3 Munf. (Va.) 118; *Stone* v. *Sledge* (1894), 87 Tex. 49, 26 S. W. 1068, 47 Am. St. Rep. 65; *King* v. *Rhew* (1891), 108 N. C. 696, 13 S. E. 174, 23 Am. St. Rep. 76; *Davidson* v. *Iron Co.* (1895), 109 Ala. 383, 19 So. Rep. 390; *Bradley* v. *Ry. Co.* (1887), 91 Mo. 493, 4 S. W. 427; *Purcell* v. *Goshorn* (1848) 17 Oh. 105, 49 Am. D. 448; *Peabody* v. *Hewett* (1861), 52 Me. 33, 83 Am. D. 486; *Pierce* v. *Chace* (1871), 108 Mass. 254. The contrary rule is announced in *Hrouska* v. *Janke* (1886), 66 Wis. 252, 28 N. W. 166, citing as authority therefor, WASHBURN REAL PROPERTY, (16th ed.) Vol. 3, sec. 2120. The same rule is laid down in 2 BOONE REAL PROPERTY, (2nd ed.) sec. 290. None of the cases cited by either writer, however, are authorities for such a broad rule. With a single exception all are cases where the wife signed a conveyance of her husband's property and was held to have barred her dower, or where, in jurisdictions where the husband's consent to a conveyance of the wife's property is required, his joining in the execution of her deed, was held to be a sufficient evidence of such consent. For such purposes such signing, sealing and acknowledging are generally held sufficient. *Thompson* v. *Lovrein* (1876), 82 Pa. S. 432; *Dentzel* v. *Waldie* (1866), 30 Cal. 139; *Clark* v. *Clark* (1888), 16 Ore. 224, 18 Pac. 1; *Schley* v. *Pullman Co.* (1885), 25 Fed. Rep. 890; *Evans* v. *Summerlin* (1883), 19 Fla. 858; *Stone* v. *Montgomery* (1858), 35 Miss. 83. Contra, *Catlin* v. *Ware* (1812), 9 Mass. 218, 6 Am. D. 56; *Adonis* v. *Teagne* (1899), 123 Ala. 591, 82 Am. St. Rep. 144, 26 So. Rep. 221.

LIMITATION OF ACTIONS—NUISANCE.—A city constructed a town hall, bell-tower, coal-house and jail in a street abutting plaintiff's property. In an action for damages resulting from the nuisance, *Held*, that although five years had elapsed, the action was not barred by the statute of limitations.